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2
3 BILL NO. S-75-08-43.

4 SPECIAL ORDINANCE NO. S- 171-75.

5 AN ORDINANCE approving a contract with DAILEY
6 ASPHALT PRODUCTS for resurfacing project

7 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
8 WAYNE, INDIANA:

9 SECTION 1. That the contract between the City of Fort Wayne, by
10 and through its Mayor and the Board of Public Works and DAILEY ASPHALT
11 PRODUCTS, INC., for:

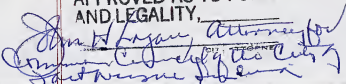
12 Resurfacing Ardmore Avenue from the south right of way line of
13 Norfolk and Western Railroad to the north property line of Lower
14 Huntington Road to a uniform width of twenty-one (21) feet

15 for a total cost of \$144,610.10, all as more particularly set forth in said contract,
16 which is on file in the Office of the Board of Public Works and is by reference
17 incorporated herein, made a part hereof and is hereby in all things ratified, con-
18 firmed and approved.

19 SECTION 2. This Ordinance shall be in full force and effect from
20 and after its passage and approval by the Mayor.

21
22 
23 _____
24 Councilman

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35 APPROVED AS TO FORM
AND LEGALITY,


John W. Logan, Attorney for the City of Fort Wayne

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 8-26-75

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage.
Passed (~~LAST~~) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u> </u>	<u> </u>	<u>1</u>	<u> </u>
BURNS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
HINGA	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
KRAUS	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
MOSES	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
NUCKOLS	<u> </u>	<u> </u>	<u> </u>	<u> A </u>	<u> </u>
SCHMIDT, D.	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
SCHMIDT, V.	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
STIER	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
TALARICO	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>

DATE: 9-9-75

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (Resolution) No. A 171-75 on the 9th day of September, 1975.

ATTEST:

(SEAL)

Charles W. Westerman
CITY CLERK

James Stier
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th day of September, 1975, at the hour of 10:00 o'clock _____ M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 11th day of September, 1975, at the hour of 3:00 o'clock _____ M., E.S.T.

John H. Ruff
MAYOR

Bill No. S-75-08-43

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

approving a contract with DANLEY ASPHALT PRODUCTS for resurfacing
project

have had said Ordinance under consideration and beg leave to report back to the Common

Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

William Hinga

John Huckols

Donald J. Schmidt

Eugene Kraus, Jr.
William T. Hinga
John Huckols
D. Schmidt

DATE 9-9-75 CONCURRED IN
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

August 14, 1975

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Due to the deteriorated condition of Ardmore Avenue from Lower Huntington Road to the N & W Railroad, the Board deemed it advisable to take bids for resurfacing.

Dailey Asphalt Products was awarded the contract for their bid in the amount of \$144,610.10.

In order that the contractor may begin construction at the earliest possible date, we are requesting a "Prior Approval".

An Ordinance for formal approval will be submitted August 26, 1975.

Sincerely,

BOARD OF PUBLIC WORKS

Carl E. O'Neal

Carl E. O'Neal, Member

CEO:bt

cc: Mayor

Attachment: Bid Tabulation

APPROVED:

MEMBERS OF THE COMMON COUNCIL

ATTEST:

City Clerk

RESURFACING ARMORE AVE. BID ANALYSIS SHEET
PROJECT FROM N.W. P.R. TO LOWER HUNTINGTON RD.
DATE 7/16/75 RES. NO. 5696-1975 MATERIAL ASPHALT

62-214-13 8/14/2

CITY PAID
SUBJECT TO COUNCILMANIC APPROVA
Preliminary Meeting
Ratification

CONTRACT

This Agreement, made and entered into this _____ day of _____, 19____

by and between _____ -DAILEY ASPHALT PRODUCTS CO., INC.- _____

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, herein-
after called "City," under and by virtue of an act of the General Assembly of the State of Indiana,
entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory
and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to im-
prove by resurfacing Ardmore Avenue from the south right of way line of Norfolk
and Western Railroad to the north property line of Lower Huntington Road to a
uniform width of twenty-one (21) feet.

by grading and paving the roadway to a width of twenty one feet with Hot Asphalt Binder #4,

Hot Asphalt Binder #9, and Hot Asphalt State "B" Mix

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a
good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5696-75 ~~and of the following specifications:~~

at the following prices:

Pavement Removal	Two dollars and no cents, per square yard	\$ 2.00
Hot Asphalt #4 Binder	Twelve dollars and no cents, per ton	12.00
Hot Asphalt #9 Binder	Twelve dollars and no cents, per ton	12.00
Hot Asphalt State "B" Mix	Thirteen dollars and no cents, per ton	13.00
#73 Crushed Stone	Four dollars and seventy cents, per ton	4.70
Liquid Asphalt Tack Coat	Forty cents, per gallon	0.40
Road Oil (For Stone Shoulder	Forty cents, per gallon	0.40
Ditching	Fifty cents, per lineal foot	0.50
Corrugated Metal Pipe 12" (In Place)	Eight dollars and no cents, per lineal foot	8.00

NOTE: Blading and preparing shoulders will be included in the cost of stone item.

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII).

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5696-75 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally

and in all respects completed on or before September 1, 1975 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said

date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this _____ day of _____, 19____

DAILEY ASPHALT PRODUCTS CO., INC.

BY: W. W. Dailey, Jr.
Pres.

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

Carl C. Oles
Bob Lee Hunt
John H. Hunt
Its Board of Public Works and Mayor.

AUG 14 1975

GUARANTY BOND

Know All Men by These Presents, That we -----

-----DAILEY ASPHALT PRODUCTS CO., INC.-----Contractors

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY, ST. PAUL, MINNESOTA--

-----as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED FORTY

FOUR THOUSAND, SIX HUNDRED TEN DOLLARS AND TEN CENTS-----

-----(\$ 144,610.10)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----DAILEY ASPHALT PRODUCTS CO., INC.-----

did on the-----day of-----

-----, enter into a contract with the City of Fort Wayne to construct a

Street-----Pavement

at Ardmore Avenue-----~~XXXXX~~from the south right of way line of

Norfolk and Western Railroad to the north property line of Lower Huntington Road

-----according to certain plans and specifications, and

for a period of three (3) years

also warranting and guaranteeing the work/material and condition of the pavement thereof as provided

in aforesaid contract and specifications. Now if the said-----

DAILEY ASPHALT PRODUCTS CO., INC.-----shall faithfully perform and fulfill all the require-

ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 6 day of August, 1975

YASTE, ZENT & RYE, INC.

Authorized Agents

BY: YASTE, ZENT & RYE, INC.

DAILEY ASPHALT PRODUCTS CO., INC. (SEAL)

BY: *R. W. Dailey* (SEAL)

ST. PAUL FIRE & MARINE INSURANCE COMPANY

BY: ITS: *Doree Dale* (SEAL)

Attorney-in-fact

Approved this 14 day of August, 1975

Board of Public Works.

LIABILITY BOND

Know All Men by These Presents, That we-----

-----DAILEY ASPHALT PRODUCTS CO., INC.-----

as principal, and ST. PAUL FIRE & MARINE INSURANCE COMPANY, ST. PAUL, MINNESOTA-----

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of ONE HUNDRED

FORTY FOUR THOUSAND, SIX HUNDRED TEN DOLLARS AND TEN CENTS-----

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

-----(\$144,610.10)

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the-----

day of-----, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 6 day of August, 1975

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: Alfred R. Babin

YASTE, ZENT & RYE, INC.

DAILEY ASPHALT PRODUCTS CO., INC. (SEAL)

BY: H.W. Dailey, Jr. (SEAL)
ST. PAUL FIRE & MARINE INSURANCE COMPANY

BY ITS: Jane Hilde (SEAL)
Attorney-in-fact

Approved this 14 day of August, 1975

Betsy Ann Hault
Board of Public Works.

COMPLETED IN STREET ENGINEERING DEPARTMENT

JULY 30, 1975

CERTIFIED COPY OF POWER OF ATTORNEY
Original on File at Home Office of Company. See Certification.

**FIDELITY AND SURETY
DEPARTMENT**

**ST. PAUL
FIRE and MARINE
Insurance Company**
HOME OFFICE: ST. PAUL, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye,
Leonard Shirley, Josephine E. Stackhouse, Lane Grile, David J. Steffen, Helen F. Pyles,

individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, -Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 14th

day of February A. D. 19 74

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA }
County of Ramsey } ss.

Vice President.

On this 14th day of February 19 74, before me came the individual who executed the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

V. C. INNES
Notary Public, Ramsey County, Minn.
My Commission Expires April 27, 1976

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 6 day of August 19 75

Secretary.

*Unlimited as to character and amount.

SE:

WAGE SCALE

CODE: S-SKILLED
SS-SM SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTENANCE PROJECTS TO BE AWARDED, BY CONTRACT FOR THE BOARD OF WORKS, CITY OF FT. WAYNE, INDIANA DURING THE MONTHS OF JULY, AUGUST AND SEPTEMBER OF, 1975, in compliance with the provisions of CHAPTER § 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION

CLASS	RATE PER HR.	RAW	PEN	VAC	APP	MISC.
ASBESTOS WORKER	S	10.55	35c	55c		131f
BOILERMAKER	S	10.05	50	1.00		1c
BRICKLAYER	S	9.29	30	25		1
CARPENTER (BUILDING)	S	8.73		6%		4 21f
(HIGHWAY)	S	9.01	47	40		5 21f
CEMENT MASON	S	8.70	40			
ELECTRICIAN	S	9.60	30	17 30		4
ELEVATOR CONSTRUCTOR	S	8.77	44 1/2	29	7%	2
GLAZIER	S	8.24	12		25	4 35c holid.
IRON WORKER	S	10.20	65	80		1 21f
LABORER (BUILDING)	S-SS	6.25-6.65	35	35		9
(HIGHWAY)	US	5.90-6.05	35	35		7
(SEWER)	S-US-SS	6.25-7.33	35	30		7
LATHER	S	8.20		25		1 31f
MILLWRIGHT & PILEDRIVER	S	9.06		6%		4 21f
OPERATING ENGINEER (BUILDING)	S-SS	7.20-9.90	40	40		5
(HIGHWAY)	US	6.96-9.10	40	40		6
(SEWER)	S-SS-US	7.07-9.27	40	40		5
PAINTER	S	7.75-8.75	37	35		10 6misc.
PLASTER	S	8.40	40			
PLUMBER & STEAMFITTER	S	9.90	30	65		7 41f
MOSAIC & TERRAZZO GRINDER	S	6.65-8.85				
ROOFER	S	8.75		10		
SHEETMETAL WORKER	S	9.89	40	35		4 131f
TEAMSTER (BUILDING)	S-SS	7.36 2/3-8.3 1/2	18pw	19.50pw		
(HIGHWAY)	US	7.16-7.76	17.50pw	18.50pw		
	S-SS-US					

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE PAID. The above and forgoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee, but in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 2 DAY OF July, 1975

Wayne T. Ressler
REPRESENTING GOVERNOR, STATE OF INDIANA
Charles C. Leonard, Jr.
REPRESENTING THE AWARING AGENT
Frank M. Rine
REPRESENTING STATE A.P.L. & C.I.C.

GENERAL ORDINANCE NO. G-60-66

concerning discrimination in employment under municipal contracts and providing a penalty, as passed by the Common Council of the City of Fort Wayne, Indiana on May 10, 1966.

SECTION 1. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees as follows:

(a) In the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall discriminate because of race or color against any person who is qualified and available to perform the work to which the employment relates:

(b) No contractor, subcontractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race or color:

(c) There may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract a penalty of ten dollars (\$10.00) for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of this contract; and

(d) This contract may be cancelled or terminated by the City of Fort Wayne, and all money due or to become due hereunder may be forfeited for a second or any subsequent violations of the terms and conditions of this contract as to discrimination on account of race or color.

DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

S-75-08-43 ✓

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Ordinance covers contract with Dailey Asphalt Products in
amount of \$144,610.10 for resurfacing of Ardmore Avenue from Lower Huntington
Road to the N & W Railroad.

SEE "PRIOR APPROVAL" AND BID TABULATION ATTACHED

EFFECT OF PASSAGE Resurfacing work to be completed.

EFFECT OF NON-PASSAGE SEE PRIOR APPROVAL

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost to City - \$144,610.10

ASSIGNED TO COMMITTEE

Bd of Public Works J.B.